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Attorneys for Plaintiff LOUIS C. BERREYES
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

LOUIS BERREYES on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SOUTHERN CALIFORNIA GAS COMPANY,
a California Corporation, and DOES 1-50,
inclusive,

Defendants.

Case No. CIVSB2207291

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

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TO THE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF RECORD:
PLEASE TAKE NOTICE that the Court in the above-entitled action located at, 247 W. 3rd Street, San Bernardino, CA 92415, entered a Judgment and Order granting final approval of class action settlement and award of attorney’s fees, costs, service awards and administration costs. The Court sets a non-appearance case review regarding distribution and compliance with the settlement agreement for July 27, 2027 at 8:30a.m. in Department S17. A true and correct copy of the, July 27, 2026 Order granting final approval of class action settlement and award of attorney’s fees, costs, service awards and administration costs, is attached hereto as **Exhibit A**.

Dated: July 29, 2026

Respectfully Submitted
JAMES HAWKINS APLC


JAMES R. HAWKINS, ESQ.
CHRISTINA M. LUCIO, ESQ.

Attorneys for Plaintiff

EXHIBIT A

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 27 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Attorneys for Plaintiff LOUIS C BERREYES
on behalf of himself and all others similarly situated

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

LOUIS C BERREYES on behalf of
himself and all others similarly situated,

Plaintiffs,
v.

SOUTHERN CALIFORNIA GAS
COMPANY, a California Corporation,
and DOES 1-50, inclusive,

Defendants.

Case No. CIVSB2207291

Assigned for All Purposes to:
Hon. Joseph T. Ortiz
Dept. S-17

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES, COSTS,
SERVICE AWARDS AND
ADMINISTRATION COSTS**

Hearing Date: July 27, 2026

Hearing Time: 1:30 p.m.

Dept.: S-17

[Hearing Set by Order Dated January 28, 2026]

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action and PAGA Settlement and Request for Attorney's Fees and Costs, and having heard
3 argument regarding the Motion, hereby finds and ORDERS as follows:

4 **1. Jurisdiction.** The Court has jurisdiction over this matter and over all parties to the
5 action, including the members of the Settlement Class.

6 **2. Final Approval of Settlement.** The Joint Stipulation of Class Action and PAGA
7 Representative Action Settlement Agreement ("Settlement Agreement") attached as Exhibit 1 to
8 the Declaration of James R. Hawkins filed in support of Plaintiff's Motion for Preliminary
9 Approval of Class Action and PAGA Settlement on July 9, 2025, as amended by the Addendum to
10 the Settlement Agreement filed on November 21, 2025, is the product of arms-length negotiations
11 between the parties and the terms of the Settlement Agreement are fair, reasonable, adequate, and
12 in the best interests of the Settlement Class Members. The Settlement Agreement therefore is
13 finally approved, and its terms incorporated herein. The Court orders the parties to the Settlement
14 Agreement to perform forthwith their respective duties and obligations thereunder.

15 **3. Class Certification.** The Settlement Class, which was conditionally certified by the
16 Court in its January 28, 2026 Order Granting Preliminary Approval, is hereby certified under
17 California Code of Civil Procedure Section 382 for purposes of settlement only. The Class
18 includes all persons currently or formerly employed by Defendant Southern California Gas
19 Company in California in hourly-paid, non-exempt customer service field positions at any time
20 from January 28, 2018 to January 28, 2026, and who did not timely opt-out of the non-PAGA
21 portion of the Settlement.

22 **4. Release by Participating Class Members.** As of the date Defendant fully funds the
23 Settlement (including the employer-side payroll taxes), all Participating Class Members fully and
24 finally release Defendant and the Released Parties from any and all federal, state and local law
25 claims, rights, demands, liabilities, penalties and causes of action, asserted or that could have been
26 asserted arising from the same alleged facts in the complaints in this Action, including causes of
27 action for or based on (1) failure to pay minimum wages, (2) failure to accurately pay all wages,
28 including overtime wages, (3) failure to provide lawful meal periods, (4) failure to authorize and

1 permit rest periods, (5) failure to timely pay wages during employment, (6) failure to timely pay
2 wages owed upon separation from employment, (7) failure to reimburse necessary business
3 expenses, (8) failure to pay reporting time wages, (9) failure to provide accurate itemized wage
4 statements, (10) unfair business practices; and (11) all claims for attorneys' fees and costs based on
5 the foregoing for the Class Settlement Period (January 28, 2018 to January 28, 2026).

6 Participating Class Members do not release any other claims, including claims for vested
7 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation, or claims based on
9 facts occurring outside the Class Settlement Period.

10 **5. Release by PAGA Members.** As of the date Defendant fully funds the Settlement
11 (including the employer-side payroll taxes), all PAGA Members shall release Defendant and the
12 Released Parties from all claims for civil penalties under PAGA based on the factual allegations in
13 any of the complaints filed in the Action, including claims for civil penalties based on (1) failure
14 to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide lawful meal
15 periods, (4) failure to authorize and permit rest periods, (5) failure to timely pay wages during
16 employment, (6) failure to timely pay wages owed upon separation from employment, (7) failure
17 to reimburse necessary business expenses, (8) failure to pay reporting time wages, and (9) failure
18 to provide accurate itemized wage statements for the PAGA Settlement Period (January 28, 2021
19 through January 28, 2026). PAGA Members may not opt out of the PAGA portion of the
20 Settlement.

21 **6. Requests for Exclusion.** Twenty-nine individuals (as identified on **Exhibit B** to the
22 Declaration of Nathalie Hernandez of ILYM Group, Inc. ("Administrator's Declaration"))
23 submitted timely and valid requests to be excluded from the Settlement. These individuals
24 therefore are excluded from the Class and are not bound by the Settlement Agreement or this
25 Order and Judgment, except as to the release of claims under PAGA.

26 **7. Distribution of Settlement Proceeds.** The Settlement Administrator is ordered to
27 distribute to the Participating Settlement Class Members and to the PAGA Members their
28 respective settlement payments as provided in the Settlement Agreement. Funds attributable to

1 uncashed checks that remain after the check void date (180 days after issuance) shall be forwarded
2 to the California Controller's Unclaimed Property Fund in the name of each Class Member or
3 PAGA Member.

4 **8. Notice of Judgment.** The Court further orders that the Class Members be provided with
5 notice of this Judgment under California Rule of Court 3.771(b) by filing of Notice of Entry of
6 Judgment with the Court within 10 days of this Order.

7 **9. Gross Settlement Amount.** The Court finds that Defendant Southern California Gas
8 Company shall pay a total Gross Settlement Amount of \$4,880,000 plus all applicable employer-
9 side payroll taxes, to fund the Settlement in accordance with the terms of the Settlement
10 Agreement. No funds shall revert to Defendant.

11 **10. Attorney's Fees and Costs.** The Court approves an award of attorney's fees to Class
12 Counsel in the amount of \$1,626,666.67, and an award of costs and expenses in the amount of
13 \$29,632.28. Such amounts shall be paid as provided in the Settlement Agreement.

14 **11. Class Representative Enhancement Award.** The Court approves the Enhancement
15 Award to Plaintiff and Class Representative Louis C. Berreyes in the amount of \$10,000.00, and
16 the Settlement Administrator is ordered to make such payment consistent with the terms of the
17 Settlement Agreement.

18 **12. Settlement Administration Costs** The Settlement Agreement provides that ILYM
19 Group, Inc. shall be paid from the Gross Settlement Amount for its services in administering the
20 Settlement. As set forth in the Administrator Declaration, ILYM Group, Inc. is owed \$22,950.00
21 for services rendered and to be rendered in administering the settlement. The Court therefore
22 orders that ILYM Group, Inc. be paid the amount of \$22,950.00 from the Gross Settlement
23 Amount consistent with the terms of the Settlement Agreement.

24 **13. PAGA Penalties.** The Court approves PAGA penalties in the amount of \$244,000, to
25 be paid from the Gross Settlement Amount, and finds that amount is fair, reasonable and adequate,
26 and furthers the purposes underlying PAGA. Of this amount, \$183,000 will be paid to the
27 California Labor and Workforce Development Agency ("LWDA") as the state's share of the civil
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1 penalties, and the remaining \$61,000.00 will be distributed to the PAGA Members consistent with
2 the terms of the Settlement Agreement.

3 **14. Compliance Hearing.** The Court sets a non-appearance case review regarding
4 distribution and compliance with the Settlement Agreement for 7/27/27, at 8:30^{pm}, in
5 Department S-17 of the San Bernardino Superior Court. The parties are ordered to file a joint
6 compliance report no later than 5 court days prior to the compliance hearing.

7 **15. Continuing Jurisdiction.** Under California Rule of Court 3.769(h), without affecting
8 the finality of this Order and Judgment in any way, the Court retains jurisdiction over: (1)
9 implementation and enforcement of the Settlement Agreement pursuant to further orders of this
10 Court until the final judgment contemplated becomes effective and each and every act agreed to be
11 performed by the parties has been performed under the terms of the Settlement Agreement; (2) any
12 other action necessary to conclude this settlement and to implement the Settlement Agreement;
13 and (3) the enforcement, construction, and interpretation of the Settlement Agreement.

14 **16. No Admission of Liability.** Neither this Order and Judgment nor the Settlement
15 Agreement upon which it is based are an admission or concession by any party of any fault,
16 omission, liability or wrongdoing. This Order is not a finding of the validity or invalidity of any
17 claims in this action or a determination of any wrongdoing by any party. The final approval of the
18 parties' settlement will not constitute any opinion, position or determination of this Court as to the
19 merits of the claims or defenses of any party.

20 **17. Judgment.** Pursuant to California Code of Civil Procedure section 382, California
21 Rules of Court, rule 3.769, and Labor Code section 2699 et seq., judgment is hereby entered in
22 favor of Plaintiff Louis C. Berreyes and all Participating Class Members and against Defendant
23 Southern California Gas Company consistent with the terms of this Order and the Settlement
24 Agreement.

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1 **18. Retention of Jurisdiction.** The Court shall retain jurisdiction over the parties to
2 interpret, implement and enforce this Judgment.

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4 IT IS SO ORDERED AND ADJUDGED.

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6 DATED: July 27, 2026

Joseph Ortiz
HON. JOSEPH ORTIZ
JUDGE OF THE SUPERIOR COURT

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2 **PROOF OF SERVICE, COUNTY OF ORANGE**

3 I am a resident of the State of California, County of Orange. I am over the age of eighteen
4 years and not a party to the within action. My business address is 9880 Research Drive., Suite
5 200, Irvine, California 92618.

6 On July 29, 2026, I served on the interested parties in this action the following
7 document(s) entitled:

8 **NOTICE OF ENTRY OF ORDER AND JUDGMENT**

9
10 **[XX] BY ELECTRONIC SERVICE:** Based on a court Order or an agreement by the parties to
11 accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the
12 email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the
13 Service List below. I did not receive, within a reasonable time after the transmission, any
14 electronic message or other indication that the transmission was unsuccessful.

15 **SERVICE LIST**

16 *Please See Attached Page*

17 **[X] STATE:** I declare under penalty of perjury, under the laws of the State of
18 California, that the above is true and correct.

19 Executed on July 29, 2026, at Irvine, California

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22 Irma Ceja

SERVICE LIST

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Attorneys for Defendant

SOUTHERN CALIFORNIA GAS COMPANY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

(via website only)